SUPREME COURT OF THE UNITED STATES.

No. ~~169.~~ 95.

EVANS ROGERS, PLAINTIFF IN ERROR,

vs.

THE COUNTY OF LEE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

No. 169.

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vs.

THE COUNTY OF LEE.

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1 UNITED STATES OF AMERICA,
District of Iowa:

Pleas before the circuit court of the United States at a term begun and holden at Des Moines, in the district of Iowa, on the second Tuesday, it being the 12th day of May, A. D. 1863, before the hon. Samuel F. Miller, circuit judge, and hon. James M. Love, district judge.

EVANS ROGERS
v.
THE COUNTY OF LEE.

Be it remembered, that on the 12th day of September, A. D. 1862, a petition was filed in the office of the clerk of the said circuit court, in and for the district of Iowa, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Iowa:

EVANS ROGERS, plaintiff,
v.
THE COUNTY OF LEE, defendant.

2 Circuit court of the United States for the district of Iowa, Nov. term, 1862.

Petition.

To the circuit court of the United States for said district of Iowa:

Your petitioner, Evans Rogers, a citizen of the State of Pennsylvania, claims of the defendant, the county of Lee, in the State of Iowa, who is a political and municipal corporation, existing under and by virtue of the laws of the State of Iowa, and is a citizen of the State of Iowa, the sum of ten thousand dollars, which he alleges to be due him from the said defendant.

1st count. And for cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 29, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first day of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

3

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars

4 at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bonds and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

5 2d count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 30, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

6 3d count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 31, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory,

among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

7 4th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 32, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

8 5th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 33, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

9 6th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 34, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

10 7th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 35, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

11 8th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 36, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st. 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

12 9th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, it makes certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 37, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

13 10th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant, and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, it makes certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 38, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

14 11th count. And for further cause of such claim your petitioner, states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 39, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

15 12th Count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 40, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

16 13th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 71, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

17 14th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 123, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

18 15th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 124, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

19 16th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 125, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant,

20 17th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 126, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

21 18th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 127, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

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22 19th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 128, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

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23 20th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 129, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

24 21st count. And for futher cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 130, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

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25 22d count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 131, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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26 23d count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 132, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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That your petitioner has become the owner and holder of said bonds and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

27 24th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 133, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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That your petitioner has become the owner and holder of said bonds and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

28 25th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 134, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

29 26th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 135, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January, 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

30 27th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 136, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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31 28th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 137, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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32 29th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 138, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight par cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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33 30th count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 139, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank, in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

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That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

34 31st count. And for further cause of such claim your petitioner states that the defendant, the county of Lee, under authority of a vote of the people of said Lee county, Iowa, at an election held September tenth, A. D. 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor, did, on the first day of January, A. D. 1857, make its certain other promissory note in writing, sealed with its corporate seal, and signed by the county judge thereof, and numbered in the margin number 140, dated said first day of January, A. D. 1857, and then and there delivered the said note to the Keokuk, Mount Pleasant and Muscatine Railroad Company, a corporation existing under and by virtue of the laws of the State of Iowa, by which said note the said defendant, the county of Lee, then and there promised to pay, twenty years after date, to the said railroad company, or bearer, the sum of one thousand dollars, at the Continental Bank in the city of New York, with interest thereon from the date thereof, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first days of January and July of each year, on the presentation and delivery of the interest coupons thereto attached.

That attached thereto, and forming a part of the said writing obligatory, among others, were the seven certain coupons, numbered, severally, 5, 6, 7, 8, 9, 10, and 11, by each of which the said county of Lee promised to pay to the bearer, at the Continental Bank, in the city of New York, forty dollars at a date therein named, which said several dates, in the several coupons as numbered herein, were, respectively, July 1st, 1859, January 1st, 1860, July 1st, 1860, January 1st, 1861, July 1st, 1861, January 1st, 1862, and July 1st, 1862.

That your petitioner has become the owner and holder of said bond and coupons, and that the said several seven coupons are due and unpaid to your petitioner, although payment thereof has been often demanded of defendant.

35 And your petitioner states and shows to the court that the said several coupons, each, drew interest upon their face from the respective dates of their maturity, at the rate of six per cent. per annum, and that the whole amount due thereon, in principal and interest, is ten thousand dollars.

And further, your petitioner shows that a copy of one of the said promissory notes herein declared upon, and of the coupons due thereon, is, with the change of the numbers as indicated in the several counts of this petition, a copy of each and every of said notes and coupons. And your petitioner annexes, as Exhibit "A" hereof, one such copy.

Wherefore your petitioner prays judgment for said sum of ten thousand dollars, with interest and costs of suit.

By S. V. WHITE, *his Att'y.*

36 *Copy of bond.*

No. 139.—United States of America, State of Iowa, county of Lee, eight per cent. railroad subscription bond.

Issued under authority of a vote of the people of Lee county, Iowa, at an election held September 10th, 1856, authorizing the county judge thereof to make to the Keokuk, Mount Pleasant and Muscatine Railroad Company a subscription of $150,000 to the capital stock of said company, and to issue bonds therefor.

Twenty years after date the county of Lee, in the State of Iowa, promises to pay to the Keokuk, Mount Pleasant and Muscatine Railroad Company, or bearer, at the Continental Bank, in the city of New York, one thousand dollars, for value received, with interest thereon, at the rate of eight per cent. per annum, payable semi-annually at the same place, on the first day of January and the first day of July in each year, on presentation and delivery of the interest coupons hereto attached.

And the said county of Lee doth agree and stipulate to and with the said railroad company, and whosoever may become the holder of this obligation,

37 that the stock of the Keokuk, Mount Pleasant and Muscatine Railroad Company, subscribed for and issued to said county, in exchange for and in satisfaction of this obligation, (being one of a series of bonds, amounting in the whole to the sum of $150,000,) and the dividends arising therefrom, and the proceeds of any sale thereof, shall be sacredly set apart and preserved for the payment of the interest and redemption of the principal of this obligation and other obligations of the series aforesaid, of which this constitutes a part, and that said stock and proceeds thereof shall not be used for any other purpose while any of said obligations remain unpaid.

In witness whereof, the county judge of said county of Lee hath hereunto subscribed his name and caused the corporate seal of said county to be affixed, this first day of January, A. D. 1857.

S. BOYLES, *County Judge.*

Assignment.

For value received the Keokuk, Mount Pleasant and Muscatine Railroad Company doth hereby assign and transfer the above bond to ———— or
38 bearer, and guaranty the payment of the principal and interest therein stipulated, and doth further agree that the holder of said bond, or his, her or their agent or attorney, shall, on demand, have the right, at any time within ten years from the date thereof, to exchange the principal of said obligation for stock in the said railroad company, at par, upon the surrender of said bond and unpaid coupons to said company.

Keokuk, January 1st, A. D. 1857.

By order of the board of directors.

LAUREN DEWEY, *President.*
J. W. OGDEN, *Secretary.*

Coupon.

$40. FORT MADISON, IOWA, *January 1st*, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of July, 1859, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

39 *Coupon.*

$40. FORT MADISON, IOWA, *January 1st*, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of January, 1860, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

Coupon.

$40. FORT MADISON, IOWA, *January 1st*, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of July, 1860, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

Coupon.

$40. FORT MADISON, IOWA, *January 1st*, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of January, 1861, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

Coupon.

$40. FORT MADISON, IOWA, *January 1st*, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of July, 1861, forty dollars, in-
40 terest due on bond No. 139.

S. BOYLES, *County Judge.*

Coupon.

$40. FORT MADISON, IOWA, *January* 1, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of January, 1862, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

Coupon.

$40. FORT MADISON, IOWA, *January* 1, 1857.

The county of Lee, Iowa, promises to pay the bearer, at the Continental Bank in the city of New York, on the first day of July, 1862, forty dollars, interest due on bond No. 139.

S. BOYLES, *County Judge.*

And afterwards, on the same 12th day of September, A. D. 1862, a writ of summons was issued in the words and figures following, to wit:

Summons.

41 UNITED STATES OF AMERICA, *District of Iowa.*

To the marshal of the district of Iowa:

In the name of the President of the United States, you are hereby commanded to summon the county of Lee, in the State of Iowa, to appear before the circuit court of the United States in and for the district of Iowa, at a term to be begun and holden at Des Moines, on the second Tuesday, it being the thirteenth day of November next, to answer unto Evans Rogers, a citizen of the State of Pennsylvania, in an action of debt on two hundred and ten coupons, being part of thirty several obligations of defendant, of one thousand dollars each, with eight per cent. interest, payable semi-annually, to his damage twelve thousand dollars. Hereof fail not.

Witness the Hon. Roger B. Taney, Chief Justice of the Supreme
[SEAL.] Court of the United States, at Des Moines, this the twelfth day of September, A. D. 1862, and of the independence of the United States
42 the 87th.

W. G. WOODWARD, *Clerk.*

Return.

Upon which writ was the following return:

This summons came into my hands on the 12th day of September, 1862, and on the 21st day of October, 1862, I served the same on Robert A. Russell, county judge of said county of Lee, by reading the same to him personally and by delivering to him a true copy of said summons. No copy of the petition in said cause demanded. Said service was made in the city of Fort Madison, county of Lee, State and district of Iowa.

H. M. HOXIE,
U. S. Marshal, District of Iowa.

Marshal's fees.

Service	$2 00
Copy	25
Mileage, 175 miles	10 50
	$12 75

And afterward, on the 12th day of November, 1862, at the November
43 term of the said court, the following entry was made in the aforesaid cause, to wit:

Time to plead.

EVANS ROGERS
vs.
THE COUNTY OF LEE.

This cause now coming on to be heard, the plaintiff appears by S. V. White, esq., his attorney, and the defendant by her attorneys, Hall, Harrington & Hall; and upon motion, leave is given to the defendant until the next term of this court to plead; and this cause is continued.

And afterward, on the 13th day of May, A. D. 1863, at the May term of the said court, A. D. 1863, the following answer was filed in the above-entitled cause, to wit:

Answer.

44 UNITED STATES OF AMERICA,
District of Iowa.

EVANS ROGERS
vs.
THE COUNTY OF LEE.

Pending in the circuit court of the United States, within and for said district.

1st. Now comes said defendant by its attorneys, and for answer to the said petition of plaintiff, denies that defendant is indebted to plaintiff in any sum or sums as claimed and set forth in said petition, and denies each and every material allegation therein contained.

2d. For further answer defendant says, that as to the said supposed promissory notes or interest warrants mentioned and set forth in plaintiff's petition, this defendant says, it cannot admit or deny the statement in plaintiff's petition, the plaintiff holds such interest warrants; but defendant claims that
45 they were ever executed by the county of Lee, or that said county is in any manner bound to pay the same.

3d. And for further answer defendant says that the defendant, the county of Lee, is a legal subdivision of the State of Iowa, having by law limited corporate rights, for civil and municipal proposes; and that said corporation has no power or authority to act or do business for pecuniary profit, but all of its power, duties and functions are purely civil and municipal, governed by the general laws of the State. And defendant further says that the interest warrants mentioned in plaintiff's petition, if said plaintiff holds any, were attached to certain bonds signed by one S. Boyles as county judge of said county of Lee, on the 1st day of January, A. D. 1857, and by said county judge delivered to the Keokuk, Mount Pleasant and Muscatine Railroad Company to aid said company in constructing a railroad running through the counties of Lee, Henry,
46 Louisa and Muscatine, as evidenced and shown by said bonds. And defendant further says, the said Keokuk, Mount Pleasant and Muscatine Railroad Company was, at said time, a private corporation, organized for pecuniary profit, and organized for the purpose of constructing a railroad as aforesaid; and that all property, rights and privileges belonging to said company were private, and all profits arising from the use of said property, rights and privileges were also private and subject to distribution among the members of said corporation.

And defendant says that said Samuel Boyles had no authority to sign said bonds and coupons; that the same were signed by fraud and in violation of law, and wholly without any consideration to said county of Lee, of which fact said

plaintiff had notice when he received the same, and this defendant is ready to verify.

J. C. & B. J. HALL, *Attorneys for Def't.*

47 And afterwards, to wit, on the 18th day of May, A. D. 1863, it being the seventh day of the May term of the said circuit court, A. D. 1863, the following further proceedings were had in the above-named cause, to wit:

Trial.

EVANS ROGERS
v.
THE COUNTY OF LEE. } Monday, May 18th, 1863.

This cause now coming on for trial, the plaintiff appears by S. V. White esq., his counsel, and the defendant by J. C. Hall, esq., her counsel, and the issue being joined, a jury is drawn, to wit: E. B. Sampson, John McLeod, Gilbert Douglass, D. H. Moffat, Bryan Hawley, J. G. Foote, Tabor W. McKee, E. W. Whiting, Joseph Williams, J. D. Thow, T. E. Settle, and Lawson Daniels, twelve good and lawful men, who being duly sworn, the evidence being submitted and the cause heard, the jury retired to consider of their verdict.

Verdict.

48 And afterwards the jury returned into court and rendered the following verdict, namely: We, the jury, find the issue for the defendant.

Judgment.

Whereupon it is considered by the court, that the plaintiff take nothing by his petition, and that the defendant recover of the plaintiff the costs in this behalf incurred, taxed at $, and that execution issue therefor.

And thereupon the plaintiff tendered his bill of exceptions, which was signed by the court and filed herein.

And the aforesaid, bill of exceptions was in the words and figures following, to wit:

49 And afterwards, on the day of May, it being still of the May term of the said circuit court, A. D. 1863, the following bill of exceptions was signed by the presiding judge of the said court, and filed in the cause aforesaid, viz:

Bill of exceptions.

EVANS ROGERS, plaintiff,
v.
THE COUNTY OF LEE, defendant. }

Be it remembered, that at a term of the circuit court of the United States for the district of Iowa, begun and holden at Des Moines, in the said district, on Tuesday, the 12th day of May, A. D. 1863, present the Hon. Samuel F. Miller, holding said court, then came on to be heard the certain cause wherein Evans Rogers was plaintiff, and the county of Lee was defendant, before the said court and a jury; and that upon the said trial the plaintiff offered in evidence the bonds mentioned and described in his petition herein, and the certain two hundred and ten coupons counted upon in the petition herein, and further
50 introduced the record duly certified, of which the following is a copy:

Proceedings in county court.

STATE OF IOWA, *Lee County, set:*

Be it remembered, that at the session of the county court of Lee county, State of Iowa, held at the office of the county judge of said county, at Fort

Madison, in said county, August 3d, A. D. 1856, the Hon. Samuel Boyles, sole judge of said court, presiding, among other proceedings were the following, to wit:

Petition for election.

In the matter of the county subscription.

To the Keokuk, Fort Des Moines, and Minnesota Railroad Company; to the Keokuk, Mount Pleasant, and Muscatine Railroad Company; and to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company:

COUNTY JUDGE'S OFFICE, LEE COUNTY,
August 3d, A. D. 1856.

51 Application having been made by petition to the county judge of said county, signed by more than one-fourth of the voters of Lee county aforesaid, asking to have a vote taken at the earliest practicable day upon the following propositions, to be voted for separately at the same time and place, to wit:

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Fort Des Moines, and Minnesota Railroad Company?

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Mount Pleasant, and Muscatine Railroad Company?

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company?

The said stock to be paid in twenty-years eight per cent. county bonds; the principal and interest payable in the city of New York, the interest
52 semi-annually, and that an annual tax may be levied sufficient, with the dividends arising from the stock so subscribed, to pay said interest; and asks that your honor's proclamation, submitting said vote, may contain a condition that the said subscription shall not be made to either of said companies unless the vote shall be carried in favor of each and all of them; and also that the Keokuk, Fort Des Moines, and Minnesota Railroad Company, and the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company, and all persons claiming the county bonds on the old county subscription under them, or either of them, shall, upon receiving the bonds under the vote proposed to be taken, release to the county all claims to the said subscription heretofore voted them.

And afterwards, to wit, on the eighteenth day of September, 1856, the additional proceedings were had and recorded in words and figures as follows:

53 COUNTY JUDGE'S OFFICE, LEE COUNTY, IOWA,
Sept. 18, 1856.

On this day the following copy of the election notice and affidavits therewith were this day filed in the office of the county judge of said county, to wit:

Election notice.

To the people of Lee county, Iowa:

Whereas petitions signed in behalf of a large portion of the citizens of said Lee county, Iowa, have been presented to the undersigned, county judge of said county, asking that the question be submitted to a vote of the county, whether the county will aid in the construction of "the Keokuk, Fort Des Moines, and Minnesota railroad," "the Fort Madison, West Point, Keosauqua, and Bloom-

field railroad," and "the Keokuk, Mount Pleasant, and Muscatine railroad," by subscribing the sum of one hundred and fifty thousand dollars to the capital stock of each of said railroad companies:

Now, therefore, in order that the sense of the voters of said county may
54 be taken in the premises, it is hereby ordered that a special election be held in each township in said county, at the usual places of holding elections in said county, on Wednesday, the 10th day September, A. D. 1856, for the purpose of voting for or against the following propositions, to wit:

"Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Fort Des Moines, and Minnesota Railroad Company?

"Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company?

"Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Mount Pleasant, and Muscatine Railroad Company?"

The said stock to be paid in twenty-year eight per cent. county bonds; prin-
55 cipal and interest payable in the city of New York, the interest semi-annually. That in addition to the usual taxes an annual tax, not exceeding one per cent. on the county valuation, and continued from year to year so long as the same is required, be levied, to be applied to the liquidation of the interest and principal of the bonds aforesaid, unless it is found that said interest and principal can be satisfied by the dividend arising from the sale of the stock above mentioned.

The first year's interest is to be paid by the railroad companies, which is to be paid back to the companies out of the first dividends upon said stock arising from the use of said roads. That said companies, upon issuing to them respectively county bonds, shall each be required to give bond in the penal sum of two hundred thousand dollars, or other security, to the satisfaction of the county judge, conditioned that the money arising from the sale of said county bonds, or materials purchased with said bonds, be faithfully applied to the con-
56 struction of said railroads in Lee county, Iowa, and that the highest market price that can be obtained for the same. That the county judge of Lee county aforesaid shall, in person or by proxy, represent the stock taken by said county in the companies aforesaid.

That the form of the ballot shall be, "For the county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company," or "Against the county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company;" "For the county subscription to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company," or "Against the county subscription to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company;" "For the county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company," or "Against the county subscription to
57 the Keokuk, Mount Pleasant, and Muscatine Railroad Company."

A majority of votes for the county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company will be considered as adopting the above proposition to take stock in said railroad.

A majority of votes for the county subscription to the Fort Madison, West Point, and Keosauqua and Bloomfield Railroad Company will be considered as adopting the above proposition to take stock in said railroad.

A majority of votes for the county subscription to the Keokuk, Mount Pleasant and Muscatine Railroad Company, will be considered as adopting the proposition to take stock in said railroad.

That the said subscription shall not be made to either of said companies unless the vote shall be carried in favor of each and all of them, and also that

the Keokuk, Fort Des Moines and Minnesota Railroad Company, and Fort
58 Madison, West Point, Keosauqua and Bloomfield Railroad Company, and all persons claiming the county bonds on the old county subscription [under them or either of them, shall, upon receiving the bonds under the vote proposed to be taken, release to the county all claims to the said subscription] heretofore voted them.

It is further directed that the law governing elections shall, as far as compatible, be applied to the elections herein ordered.

SAMUEL BOYLES,
Judge of Lee County, Iowa.

Affidavit.

COUNTY JUDGE'S OFFICE, *August 3rd*, 1856.

STATE OF IOWA, *Lee County, sct:*

D. W. Henry, upon his oath, states that he posted printed copies of the annexed election notice at least four in each of the following named townships, to wit: Green Bay, Denmark, Pleasant Ridge, Marion, Cedar, Harrison,
59 Franklin, West Point, Washington, Madison, Jefferson, Charleston, Van Buren, Des Moines, Montrose, and Jackson, at least four weeks before the 10th day of September, A. D. 1856.

D. W. HENRY.

Subscribed and sworn to before me this 18th day of September, A. D. 1856
[SEAL.] In testimony whereof I have hereunto set my hand and affixed the county seal of said county, the date aforesaid.

SAMUEL BOYLES,
Judge of Lee County, Iowa.

Affidavit of service.

STATE OF IOWA, *Lee County, sct:*

Samuel Boyles upon oath states that he posted a printed copy of the foregoing election notice up at the door of the court-house in Fort Madison, in said county, at least thirty days before the 10th day of September, 1856.

SAMUEL BOYLES.

Sworn to and subscribed before me this 3d day of October, A. D. 1856.
ERIE J. LEACH, *Clerk D. C.*,
By JOHN A. NUME, *Deputy.*

Affidavit of publication.

60 STATE OF IOWA,
Lee County, sct:

Benjamin Grossman, being duly sworn, says that he is one of the publishers of the "Fort Madison Plain Dealer," a weekly newspaper published at Fort Madison, in said county, and that the annexed election notice signed by Samuel Boyles, judge of Lee county, Iowa, was published for more than four consecutive weeks in said newspaper prior to the 10th day of September, A. D. 1856, the first issue being on the 8th day of August, 1856, and continued in said paper until the 10th day of September, A. D. 1856.

BENJAMIN GROSSMAN.

Sworn to and subscribed before me, this 18th day of September, 1856.
[SEAL.] In testimony whereof I have hereto subscribed my name and affixed the seal of the said county of Lee, at Fort Madison, the day aforesaid.

SAMUEL BOYLES, *Judge of Lee County, Iowa.*

61 *Abstract of an election "For the County Subscription," and "Against the County Subscription," held in the several townships of Lee county, State of Iowa, on Wednesday, the 10th day of September, A. D. 1856, in pursuance of the notice issued by the county judge, herewith annexed and made a part of this abstract.*

	Green Bay.	Denmark.	Pleasant Ridge.	Marion.	Cedar.	Harrison.	Franklin.	Washington.	Madison.	Jefferson.	Charleston.	Van Buren.	Des Moines.	Montrose.	West Point.	Jackson.	
For county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company	14	7	12	21	1	2	29	30	382	2	22	3	24	54	125	1,807	2,537
For county subscription to the Fort Madison, West Point, Keosauqua and Bloomfield Railroad Company	14	7	13	21	26	2	29	30	382	2	21	2	24	54	125	1,807	2,559
For county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company	13	7	13	21	2	2	29	30	382	3	22	2	24	54	125	1,808	2,537
Against county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company	27	87	49	41	81	127	104	46	16	54	98	43	53	39	59	12	937
Against county subscription to the Fort Madison, West Point, Keosauqua and Bloomfield Railroad Company	26	87	49	41	53	127	104	45	16	54	99	43	53	39	59	12	907
Against county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company	28	87	48	41	80	127	104	45	16	54	99	43	53	39	59	12	935

63 *Canvass.*

There were three thousand and four hundred and seventy-four (3,474) ballots cast for the county subscription, and against the county subscription to the Keokuk, Fort Des Moines and Minnesota Railroad Company, of which there were two thousand and five hundred and thirty-seven (2,537) for the county subscription, and nine hundred and thirty-seven (937) against the county subscription to said road.

There were three thousand and four hundred and sixty-six (3,466) ballots for the county subscription, and against the county subscription to the Fort Madison, West Point, Keosaquua, and Bloomfield Railroad Company, of which there were two thousand and five hundred and fifty-nine (2,559) for the county subscription, and nine hundred and seven against the county subscription to said road.

There were three thousand and four hundred and seventy-two (3,472) ballots cast for the county subscription, and against the county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company, of which there were two thousand and five hundred and thirty-seven (2,537) for the
64 county subscription, and nine hundred and thirty-five (935) against the county subscription to said road.

In testimony whereof, we, Samuel Boyles, county judge of said county of Lee, and Henry M. Salmon and J. H. West, justices of the peace in said county, have hereto subscribed our names as county canvassers; and the said Samuel Boyles, county judge, as aforesaid, has hereunto affixed the seal of said county this 17th day of September, A. D. 1856.

SAMUEL BOYLES, *County Judge,*
[SEAL.] J. H. WEST, *J. Peace,*
C. M. SALMON, *J. Peace,*
County Commissioners.

Notice of result.

STATE OF IOWA, *Lee County, sct:*

COUNTY JUDGE'S OFFICE,
Fort Madison, Iowa, Sept. 18, 1856.

Whereas the county judge in and for said county did, on the 3d day of August last past, issue and publish the following notice, to wit:

Election notice.

To the people of Lee county, Iowa:

Whereas petitions signed in behalf of a large portion of the citizens of
65 said Lee county, Iowa, have been presented to the undersigned, county judge of said county, asking that the question be submitted to a vote of the county, whether the county will aid in the construction of the Keokuk, Fort Des Moines, and Minnesota railroad; the Fort Madison, West Point, Keosauqua and Bloomfield railroad, and the Keokuk, Mount Pleasant, and Muscatine railroad, by subscribing the sum of one hundred and fifty thousand dollars to the capital stock of each of said railroad companies:

Now, therefore, in order that the sense of the voters of said county may be taken in the premises, it is hereby ordered that a special election be held in each township in said county, at the usual place of holding elections in said county, on Wednesday, the 10th day of September, A. D. 1856, for the purpose of voting for or against the following propositions, to wit:

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Fort Des Moines, and Min-
66 nesota Railroad Company.

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company.

Shall the county of Lee subscribe one hundred and fifty thousand dollars to the capital stock of the Keokuk, Mount Pleasant, and Muscatine Railroad Company.

The said stock to be paid in twenty-year eight per cent. county bonds, principal and interest payable in the city of New York, the interest semi-annually; that in addition to the usual taxes an annual tax not exceeding one per cent. on the county valuation, and continued from year to year, so long as the same is required, be levied, to be applied to the liquidation of the interest and principal of the bonds aforesaid, unless it is found that said interest and principal can be satisfied by the dividends arising from, or the sale of, the stock above mentioned.

67 The first year's interest to be paid by the railroad companies, which is to be paid back to the companies out of the first dividends in said stock, arising from the use of said roads; that said companies, upon issuing to them respectively county bonds, shall each be required to give bond in the penal sum of two hundred thousand dollars, or other security, to the satisfaction of the county judge, conditioned that the money arising from the sale of said county bonds, or materials purchased with said county bonds, to be faithfully applied to the construction of said railroads in Lee county, Iowa, and the highest market price that can be obtained for the same.

That the county judge of Lee county aforesaid shall, in person or by proxy, represent the stock taken by said county in the companies aforesaid.

That the form of the ballot shall be: "For the county subscription to
68 the Keokuk, Fort Des Moines, and Minnesota Railroad Company," or "Against the county subscription to the Keokuk, Fort Des Moines, and Minnesota railroads."

"For the county subscription to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company," or "Against the county subscription to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company."

"For the county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company," or "Against the county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company."

A majority of the votes for the county subscription to the Keokuk, Fort Des Moines, and Minnesota Railroad Company will be considered as adopting the above proposition to take stock in said railroad.

A majority of the votes for the county subseription to the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company will be con-
69 sidered adopting the above proposition to take stock in said railroad.

A majority of the votes for the county subscription to the Keokuk, Mount Pleasant, and Muscatine Railroad Company will be considered as adopting the above proposition to take stock in said railroad.

That the said subscription shall not be made to either of the said companies unless the vote shall be carried in favor of each and all them; and also that the Keokuk, Fort Des Moines, and Minnesota Railroad Company, and the Fort Madison, West Point, Keosauqua, and Bloomfield Railroad Company, and all persons claiming the county bonds on the old county subscription [under them or either of them, shall, upon receiving the bonds under the vote proposed to be taken, release to the county all claims to the said subscription] heretofore voted them:

It is further directed that the law governing elections shall, as far as compatible, be applied to the elections herein ordered.

70 SAMUEL BOYLES, *Judge of Lee County, Iowa.*

Final order.

COUNTY JUDGE'S OFFICE, *August* 3, 1856.

And whereas the said county judge, being satisfied that all the requirements of the statutes in regard to such election have been substantially complied with in the premises, and that the majorities of the votes cast at the election on the 10th of September, 1856, mentioned in said "notice," were for the county subscription to each and all of said railroads:

Therefore, notice is hereby given that all the propositions in said election notice are adopted.

SAMUEL BOYLES,
Judge of Lee County, Iowa.

Fort Madison, Sept. 26, 1856.

Affidavit of publication.

STATE OF IOWA, *Lee County, sct:*

71 A. Stoddard, being duly sworn, on oath says that he is one of the publishers of the Fort Madison Plain Dealer, a weekly newspaper, published in Fort Madison, in said county, and that said foregoing election notice and proclamation, signed by Samuel Boyles, judge of Lee county, Iowa, was published for more than four consecutive weeks, commencing 26th day of September, 1856.

A. STODDARD.

Subscribed and sworn to, this 19th day of November, 1856.

ERIE J. LEECH, *Clerk, D. C.*,
By J. A. NUME, *Dep'ty.*

In testimony whereof, I hereunto set my hand and affix the seal of the district court, at Fort Madison, in said county, this 19th day of November, 1856.

[SEAL.]

ERIE J. LEECH, *Clerk D. C.*,
By JOHN A. NUME, *Dep'ty.*

Clerk's certificate.

STATE OF IOWA, *Lee County, sct:*

72 I, Charles Doerr, clerk of the district court, and ex officio clerk of the board of supervisors, hereby certify the foregoing to contain a true copy of the record entries made in the above-entitled matter, as the same now remain of record in my office.

Witness my hand and seal of office, at Fort Madison, this 7th day of April, 1863.

[SEAL.]

CHARLES DOERR,
Clerk Dist. Court.

Bill of except. continued.

The plaintiff further called Scott Howell as a witness, who testified that the county had paid the coupons first maturing upon the bonds issued to the Keokuk, Mount Pleasant and Muscatine railroad, for several years, by receiving them in payment of a special railroad tax levied for that purpose. Plaintiff further proved by said witness, that the said railroad company had built and had in operation twenty-five miles of road.

Plaintiff also called Frank Sample as a witness, who testified that the
73 bonds in controversy were not delivered to the railroad company till after the taking effect of the act of the legislature of Iowa, of January 29th, 1857, being chapter 258 of the acts of the general assembly of the State of Iowa; that the same were engraved, signed and kept until the passage of that curative act, and then delivered.

Plaintiff further offered in evidence sections 114 to 124 of the code of 1851, inclusive; and also chapters 128 and 146 of the acts of the fifth general assembly of the State of Iowa; and also chapter 258 of the acts of the seventh general assembly of said State; and the following cases before the supreme court of Iowa, to wit: Dubuque and Pacific Railroad Company *v.* Dubuque county, 4 G. Green, 1; State Ex. Rel. *v.* Bissell County Judges, 4 G. Green, 328; Clapp *v.* County of Cedar, 5 Iowa, 15; Ring *v.* Johnson County, 6 Iowa, 265; McMullen *v.* Boyles, County Judge, 304, 301, and 8 Iowa, 193; which
74 evidence was all introduced without objection, and which was all the evidence introduced in said cause, by either party.

Whereupon the plaintiff prayed the court to instruct the jury as follows:

Plff's instructions.

1st. The evidence before you being uncontradicted, is sufficient to entitle the plaintiff to recover, and the measure of damages is the amount of said coupons, with interest at six per cent. per annum from their maturity. Which instruction the court refused, and plaintiff excepted at the time.

2d. If a bond, when made, was valid by the laws of the State, as then expounded by all departments of its government, and administered in its courts of justice, no question can be made as to the validity of the contract, but the court will apply to such contract the law as fixed and determined in the State at the time it was made. Which instruction the court refused to give, and the plaintiff excepted to such refusal as error, at the time.

3d. In 1857, when the bonds sued on in this case are alleged to have
75 been executed, the government of the State of Iowa had repeatedly and distinctly, in all the departments of its government, recognized and affirmed the authority of counties to subscribe for capital stock in railroad companies, and to issue bonds in payment of their subscriptions; and the [law] as then understood and declared in the State must govern and determine the question of the authority of counties to issue bonds for such purposes, and the authority of Lee county to issue bonds for such purposes at the time mentioned cannot now be denied.

Which instruction the court refused to give, and the plaintiff excepted to such refusal as error, at the time.

4th. The county of Lee had legislative authority to issue bonds in payment of subscriptions to railroads upon compliance with certain forms and conditions prescribed by the statute.

Which instructions the court refused to give, and to such refusal the plaintiff excepted as error, at the time.

76 5th. There is an act of the legislature of Iowa, passed subsequently to the date of the bonds in suit, confirming and declaring valid all bonds before executed by the county of Lee. This act is conclusive of the authority of the defendant to issue the bonds described in the act, and it makes no difference whether prior statutes, requiring a vote of the people, and other acts as preliminary to the issue of bonds, had been complied with or not.

Which instruction the court refused to give, and to such refusal the plaintiff excepted as error, at the time.

Def't's instructions.

Be it further remembered, that the court, at the request of the defendant, instructed the jury as follows:

1st. That at the date of the coupons of the bonds sued on in this cause, there was no statute law in the State of Iowa, in which Lee county is situated, authorizing the issue thereof.

77 To the giving of which the plaintiff excepted as error, at the time.

2d. That the submission to the people of Lee county, on September 10th, 1856, and proceedings under said submission, are contrary to and in violation of the [constitution and laws of the] State of Iowa, and consequently void; and that the act of January 25th, 1857, called the "curative act," gave no validity to said bonds. It follows that said bonds, if based upon said submission and said act of the said legislature, were and are issued without authority of law, and were and are fraudulent and void.

To the giving of which instruction the plaintiff excepted as error, at the time.

Court's instructions.

Be it further remembered, that the court, upon its own motion, gave the following general instruction to the jury, viz: That under the evidence the bonds were issued without authority of law, and are void.

78 To the giving of which instruction the plaintiff excepted as error, at the time.

Verdict.

And thereupon the jury returned for their verdict: "We, the jury, find for defendant." And the court rendered final judgment thereon for the defendant.

And forasmuch as the said several matters herein set forth do not appear of record, the said plaintiff now comes, by his counsel, and prays the court to grant this his bill of exceptions, showing the alleged errors, that the same may be inquired of by writ of error, and that the said bill may be signed, sealed, enrolled and made part of the record herein; which is accordingly done, on this 18th day of May, 1863.

SAM'L F. MILLER, [SEAL.]
Presiding Judge.

79 UNITED STATES OF AMERICA,
District of Iowa:

I, W. G. Woodward, clerk of the circuit court of the United States, in and for the district of Iowa, hereby certify that the foregoing seventy-seven pages of writing and print constitute a full, true and complete transcript of the record and papers in the cause of Evans Rogers against the county of Lee, as the same now remain of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the said circuit court, at Des Moines, this 15th day of August, A. D. 1863.

W. G. WOODWARD,
Clerk of Circuit Court U. S. for the District of Iowa.

80 EVANS ROGERS, plaintiff in error,
vs.
THE COUNTY OF LEE, defendant in error. } Supreme Court of the United States.

Evans Rogers, a citizen of the State of Pennsylvania, now here, comes and complains that, in a certain cause in the circuit court of the United States for

the district of Iowa, wherein he was late plaintiff, and wherein the county of Lee, a municipal corporation existing under and by virtue of the laws of Iowa, and a citizen of the State of Iowa, was defendant, material error to his injury hath occurred in the judgment of said circuit court, in this, to wit:

1st. The court erred in refusing instruction number one (No. 1) of the plaintiff.
2d. The court erred in refusing instruction No. 2 of the plaintiff.
3d. The court erred in refusing instruction No. 3 of the plaintiff.
4th. The court erred in refusing instruction No. 4 of the plaintiff.
5th. The court erred in refusing instruction No. 5 of the plaintiff.
81 6th. The court erred in giving instruction No. 1 of the defendant.
7th. The court erred in giving instruction No. 2 of the defendant.
8th. The court erred in giving its general instruction.
9th. The court erred in rendering final judgment in favor of the defendant.

Wherefore, that the alleged errors may be inquired of and corrected by this court, he prays a writ of error to said circuit court, and that upon return thereto and the inspection of the record therein, the said errors may be inquired of and corrected.

S. V. WHITE,
Att'y for Pl'ff.

82 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States, for the ninth circuit and district of Iowa, greeting:

Because in the record and proceedings, as also in the rendition of a judgment in a plea which is in the said circuit court, before you, between Evans Rogers and the county of Lee, a manifest error hath happened, to the great damage of the said Evans Rogers, as by his complaint appears; and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ,
83 so that you have the same at Washington, on the seventh day of December next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this 22d day of May, in the year of our Lord 1863, and of the independence of the United States the 87th.

Attest:
[SEAL.]
W. G. WOODWARD,
Clerk of the Circuit Court of the United States, in and for the district of Iowa, with the seal of the said Court hereto affixed.

84 In obedience to the foregoing writ of error, I have hereunto attached a full and perfect transcript of the record, proceedings and papers in the above-named cause of Evans Rogers against the county of Lee, and return the same to the said Supreme Court of the United States.

Witness my hand and the seal of the circuit court of the United States, in and for the district of Iowa, at Des Moines, this 15th day of August, A. D. 1863.

W. G. WOODWARD,
85 *Clerk of the said Circuit Court.*

Supreme Court of the United States.

86 EVANS ROGERS } In error.
vs.
THE COUNTY OF LEE. }

Know all men by these presents, that we, Evans Rogers, of Philadelphia, Pennsylvania, as principal, and Stephen V. White, of Des Moines, Iowa, as surety, are held and firmly bound unto the above-named county of Lee in the sum of two hundred dollars, to be paid to the said county of Lee, to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this 22d day of May, A. D. 1863.

Whereas the above-named Evans Rogers hath prosecuted a writ of error to the Supreme Court of the United States, to reverse the judgment rendered
87 in the above-entitled suit by the circuit court of the United States, for the ninth circuit and district of Iowa:

Now, therefore, the condition of this obligation is such, that if the above named Evans Rogers shall prosecute his said writ of error to effect, and answer all damages and costs if he fail to make good his plea, then this obligation to be good; otherwise the same shall be and remain in full force and virtue.

Sealed and delivered in the presence of—

EVANS ROGERS. [SEAL.]
S. V. WHITE. [SEAL.]

Approved, by order of the circuit court of the United States in and for the district of Iowa, this 22d day of May, A. D. 1863.

Attest:
SEAL.] W. G. WOODWARD,
Clerk of the said Circuit Court, with the seal thereof hereto affixed.

Filed December 7, 1863.

EVANS ROGERS, Plaintiff in Error,	Supreme Court of the
vs.	United States.
THE COUNTY OF LEE, Defendant in Error.	No. 169.
	Dec. Term, 1864.

ERROR TO CIRCUIT COURT OF THE UNITED STATES, DISTRICT OF IOWA.

Statement of the Case.

This case was tried before a jury, and a verdict rendered for the defendant.

On 12th September, 1862, the plaintiff sued the County of Lee, in the State of Iowa, to recover several instalments of interest, evidenced by coupons attached to certain bonds, dated 1st January, 1857, signed by S. Bayles, County Judge, purporting to be the bonds of the County of Lee, issued under authority of a vote of the people of Lee County, at an election held 10th September, 1856, authorizing the county judge to subscribe to the stock of the Keokuk, Muscatine, and Mount Pleasant Railroad Company, and to issue bonds therefor. The bonds were for $1,000 each, payable to said railroad company, or bearer, twenty years after date, at the Continental Bank, in New York. The above facts are stated in the body of the bonds.

The petition alleged that the defendant, under authority of a vote of the people of Lee County, held September 10th, 1856, to subscribe to the stock of the Keokuk, Mount Pleasant, and Muscatine Railroad Company, and to issue bonds therefor, executed and delivered the bonds in question to said railroad company. That the plaintiff has become owner of the bonds, and the interest coupons remain unpaid.

Under date of January 1st, 1857, by endorsement the

bonds are assignedly the railroad company to —— or bearer.

In the answer the defendant

1st. Denies any indebtedness.

2d. Denies that Lee County is bound to pay the coupons.

3d. Says the powers of the county are limited, and it had no legal capacity to do any business for profit, nor any act not purely municipal.

That the coupons sued on were attached to bonds signed Boyles, as County Judge of Lee County, and by him delivered to the Keokuk, Mount Pleasant, and Muscatine Railroad Company, to aid the company in constructing a railroad running through the counties of Lee, &c., as shown by the bonds; and that the railroad company was a private corporation, organized to build a road for private benefit of the stockholders.

That said Boyles had no authority to sign the bonds, and the same were signed by fraud, and in violation of law, and without consideration to Lee county, of which plaintiff had notice.

The case was tried on the 18th of May, 1863, and went off on the instructions on the plaintiff's evidence.

The plaintiff gave in evidence the election proceedings of the people of Lee County, held 10th September, 1856, by the final order in which Bayles, the County Judge, declared that the people had voted to subscribe to the stock of said railroad, and issue bonds therefor.

A witness testified that the defendant had paid the first six months coupons due on the bonds in question, by receiving them in payment of a special railroad tax levied for that purpose; also that the bonds sued on were not delivered to the railroad company till after the taking effect of the act of the Legislature of Iowa, chap. 258, approved 29th January, 1857.

That said bonds were engraved, signed, and kept, until the passage of that curative act, and then delivered.

The plaintiff also gave in evidence the laws of Iowa, and decisions of the Supreme Court thereon, up to the time the bonds were issued.

The plaintiff asked instructions, declaring the validity of the bonds under the laws in evidence, which the Court refused.

At defendant's instance, the Court instructed:

1st. That at the date of the coupons sued in this case, there was no statute law in the State of Iowa, authorizing the issue thereof.

2d. That the election proceedings given in evidence were void.

"And that the act of January 25th, 1857, called the curative act, gave no validity to said bonds."

"It follows that said bonds, if based upon said submission, and said act of legislature, were and are issued without authority of law, and are fraudulent and void."

The Court, on its own motion, instructed the jury:

"That under the evidence the bonds were issued without authority of law, and are void."

Points and Authorities.

To reverse the judgment below, the plaintiff in error contends:

I. The constitutional authority of the Legislature of Iowa to authorize Lee County to subscribe stock to railroads, and issue bonds therefor, has been settled by this Court, in 1 Wallace, 175, Gelpeke *vs.* the City of Dubuque. 1 Wallace, 384, Meyer *vs.* Muscatine.

II. The acts of the Legislature, cited in this case, confer full authority upon Lee County to issue these bonds.

The first law relied upon is Section 114 to 124 of the Code of 1851, which authorized counties to aid in constructing roads, which was held by the Supreme Court of Iowa in 4 Greene, 1, and subsequent cases to include railroads. But to remove all doubts on the meaning of the above general act, on 25th January, 1855, the Legislature of Iowa passed two other acts (1 Wallace 386, 390), chapters 128 and 146 of acts of 1854–5, the first enacting—

"That wherever any railway company shall have received, or may hereafter receive, the bonds of any city or county *upon subscription of stock*, by such city or county," &c.

The second law enacting,

"That in all cases where county, or town, or city incorporations have, or may hereafter become stockholders in Railroads or other private companies or corporations, it shall not be lawful for the county judges, mayors, or other agents of such cities or counties to issue the bonds of their counties," &c.

The 3d law specially applicable to the bonds in question is the act approved 29th January, 1857, (chapter 258, p. 447), which legalized all acts done by the county, in subscribing to the stock of railroads, and issuing bonds.

This act was before the Supreme Court of Iowa in three cases:

6 Iowa, 304, McMillan *vs.* Bayles, County Judge.
6 Iowa, 391, McMillan *vs.* Bayles, County Judge.
10 Iowa, 166, Stokes *vs.* County of Scott.

In the two first cases the bonds issued by this defendant under these laws were held to be binding, and the laws to confer full authority on the county judge to issue them, and that the act of 29th January, 1857, was valid and operative as a curative act to make the subscription effective and the bonds obligatory.

F. A. DICK,
Of Counsel for Plaintiff in Error.